ELIAS C. ALVORD (1942) ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD ATTORNEYS AT LAW 918 SIXTEENTH STREET, N.W. SUITE 200 WASHINGTON, D.C. 20006-2973

OF COUNSEL URBAN A. LESTER

(202) 393-2266 FAX (202) 393-2156

RECORDATION NO.

1994 -2 so PM MAR 3

March 3, 1994

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr. Secretary Interstate Commerce Commission Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed copies of a Memorandum of Master Equipment Lease Agreement, dated as of February 28, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Memorandum of Master Equipment Lease Agreement, dated as of November 30, 1993, which was filed with the Commission on December 10, 1993 under Recordation Number 18509.

 $\bar{\circ}$ The names and addresses of the parties to the enclosed document are: SING BRANCH

Lessor:

Pitney Bowes Credit Corporation

201 Merritt Seven

Norwalk, Connecticut 06856

Lessee:

Minnesota Corn Processors, Inc. 400 West Main Street, Suite 201

Marshall, Minnesota 56258

A description of the railroad equipment covered by the enclosed document is:

Twenty five (25) 1994 30,000 gallon NC/NI tank cars manufactured by ACF Industries and marked AMIX 300000 through AMIX 300024, inclusive.

Mr. Sidney L. Strickland, Jr. March 3, 1994 Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg Enclosures

Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/3/94

Robert W. Alvord

Alvord & Alvord

918 16th St N.W. Suite 200

Washington, D.C. 20006

Sir:
The enclosed document(s) was recorded pursuant to the provisions

of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on

3/3/94 recordation number(s).

at

, and assigned

2:30pm

18509-B

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECURDATION NO. 1850 % B

MAR 3 1994-2 30 PM

INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF MASTER EQUIPMENT LEASE AGREEMENT

On the date hereof, the parties hereto entered into that certain Master Equipment Lease Agreement No. 7715030 (the "Lease Agreement") dated as of November 30, 1993, and that certain Lease Schedule No. 803 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Minnesota Corn Processors ("Lessee"), having its principal place of business located at 400 West Main Street, Suite 201, Marshall, Minnesota 56258-1236, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease Agreement.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum of Master Equipment Lease Agreement (the "Memorandum") to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this day 20 of Perrowy, 1994.

PITNEY BOWES CREDIT CORPORATION

MINNESOTA CORN PROCESSORS

BY: Multan John

ITS: VICE PRESIDENT, CREDIT GRADMENS

TTS:

RAILMEMO.WP.MSTRDOC

EXHIBIT A

YTQ

ITEM

MANUFACTURER & REPORTING MARKS

Twenty-five (25)

1994, 100 Ton Roller Bearing 30,000 gallon NC/NI Tank Cars

ACF Industries Lettered AMIX 300000 through and including 300024

and all accessories, attachments, accessions, substitutions thereto.

RAILMEMO.WP.MSTRDOC

STATE OF MINNESOta	_
county of Lyon	SS.
· ·	
on February 28, 1994 before me, 1	Betty A. G. Hord Notary Name and Title)
personally appeared Richard J	
personally known to me (or proved to me	on the basis of satisfactory
evidence) to be the person(s) whose name	e(s) is/are subscribed to
within the instrument and acknowledged t	to me that he/she/they
executed the same in his/her/their author	orized capacity(ies),
and that by his/her/their signature(s)	on the instrument the
person(s), or the entity upon behalf of	which the person(s) acted,
executed the instrument.	
WITNESS my hand and official seal.	
Signature: Billy Gefford	
	(Notarial Seal)
BETTY GIFFORD NOTATY PUBLIC MINNESOTA LYON COUNTY MY COMMISSION EXPIRES 10-7-94	
The state of the s	

STATE OF Connecticut	
county of Fairfield ss.	
on Ebruary 28, 1994 before me, Dell S. Lopato	
personally appeared Michael J. Leyh	
personally known to me (or proved to me on the basis of satisfactory	
evidence) to be the person(s) whose name(s) is/are subscribed to	
within the instrument and acknowledged to me that he/she/they	
executed the same in his/her/their authorized capacity(ies),	
and that by his/her/their signature(s) on the instrument the	
person(s), or the entity upon behalf of which the person(s) acted,	
executed the instrument.	
WITNESS my hand and official seal. Signature:	
DELL S. LOPATO (Notarial Seal) NOTARY PUBLIC My Commission Expires March 31, 1938.	